

**AMENDMENT NUMBER 3  
TO  
CONTRACT NO. DIR-SDD-1910  
BETWEEN  
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES  
AND  
NSYNC SERVICES, INC.**

This Amendment Number 3 to Contract Number DIR-SDD-1910 ("Contract") is between the Department of Information Resources ("DIR") and Nsync Services, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through September 18, 2015 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) additional one-year renewal term.

2. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4. Pricing A - H** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.

4. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Gregory Wright  
Nsync Services, Inc.  
850 Greenview Drive  
Grand Prairie, Texas 75050  
Phone: (972) 641-7426 x 1000  
Facsimile: (972) 641-8093  
Email: [gw@nsyncservices.com](mailto:gw@nsyncservices.com)

5. **Contract, Section 7. Software License and Service Agreements**, is hereby amended by adding **B. Conflicting or Additional Terms** as follows:

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

6. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.
7. **Appendix A, Standard Terms and Conditions for Product and Services Contracts dated 06/08/12**, is hereby replaced in its entirety with Appendix A, Standard Terms and Conditions for Product and Related Services Contracts dated 05/02/14, as attached.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment 3, then Amendment 2, then Amendment 1, and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than September 18, 2014.

**Nsync Services, Inc.**

**Authorized By:** Signature on file

**Name:** Gregory Wright

**Title:** President

**Date:** 9/25/14

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on file

**Name:** Karen Robinson

**Title:** Executive Director

**Date:** 10/3/14

**General Counsel:** M. Zelinsky